

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

RYAN D. WELLS,

Plaintiff,

vs.

LORENZ FARM SERVICES, INC., DENNIS
L. LORENZ,

Defendants.

4:12CV3085

MEMORANDUM AND ORDER

After conducting a hearing on the record,

IT IS ORDERED:

- 1) Defendants' motion for hearing regarding the order setting a hearing, (Filing No. [56](#)), is denied as moot.
- 2) Defendants' motion to strike the plaintiff's motion for sanctions, (Filing No. [55](#)), is denied. The "meet and confer" requirement of Nebraska Civil Rule [7.0.1\(i\)](#) was adopted to facilitate, not delay, case preparation. Based on the history of this case, any attempt to expeditiously resolve the ongoing discovery disputes without filing a motion would have been futile, and under such circumstances, the court will not enforce the requirements of Nebraska Civil Rule [7.0.1\(i\)](#) as a prerequisite for filing plaintiff's motion for sanctions. NEGenR [1.1\(c\)](#).
- 3) The plaintiff's motion for sanctions, (Filing No. [51](#)), is denied without prejudice to re-filing if the defendants fail to timely and fully comply with the court's orders herein, or if they further delay the discovery and progression of this case.
- 4) On or before October 29, 2012, the defendants shall electronically serve on plaintiff's counsel all "documentation evidencing the contracts between the parties for delivery of hay and the lost profits and damages suffered by Lorenz Farm Service, Inc. as a result of the Plaintiff's breach of contract." See defendant's Rule 26(f) disclosures, (Filing No. [53-1](#), ¶ B).
- 5) On or before October 29, 2012, the defendants shall:
 - a. Provide full and complete answers to the plaintiff's interrogatories served on Dennis Lorenz and on Lorenz Farm Services, Inc. on August 21, 2012 (see, Filing No. [53-1](#), exhibits G & H). The interrogatory answers shall include a statement that all responsive information has been provided, and

shall be signed under oath by defendant Dennis Lorenz, and as to those interrogatories served on defendant Lorenz Farm Services, Inc., by an authorized representative of that company.

- b. Produce all documents responsive to the plaintiff's Requests for Production of Documents served on August 21, 2012 (see, Filing No. [53-1](#), exhibit I). The defendants' responses to the document production requests shall include a statement that all responsive documents have been provided, and shall be signed under oath by defendant Dennis Lorenz and by an authorized representative of defendant Lorenz Farm Services, Inc.
- 6) Based on the information provided by defense counsel during the hearing, this court's practices are unfamiliar to defense counsel such that a review of this court's local rules has not sufficiently apprised him of this court's expectations and requirements. Accordingly, on or before November 5, 2012, the defendants shall obtain the services of local counsel and have that attorney file an appearance on their behalf. The defendants' local counsel must be a Nebraska resident and a member in good standing of bar of the United States District Court for the District of Nebraska, (see, NEGenR [1.7\(i\)](#)), with at least ten consecutive years of experience representing parties in this court. Until the court states otherwise, defendants' local counsel must be present during all proceedings, including conference calls. Defendants' local counsel must have full authority to act for and on behalf of the defendants in all matters, including appearing at pretrial conferences, trial, or any hearings or conference calls.
- 7) If the defendants fail to fully and timely comply with the requirements of paragraphs 4, 5, and/or 6 of this memorandum and order, the court may dismiss their counterclaims, may strike their defenses to the plaintiff's complaint, and/or may enter a default against the defendants without further notice.

October 22, 2012.

BY THE COURT:

s/ Cheryl R. Zwart
United States Magistrate Judge

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